



NABISCO
BRANDS

LAW DEPARTMENT

OCT 15 1991
Michael Att
7 Campus Drive
P.O. Box 311
Parsippany, NJ 07054-0311
(201) 682-5000

October 9, 1991

Michael Mintzer, Esq.
Asst. Regional Counsel
U.S. Environmental Protection Agency,
Region II
26 Federal Plaza
New York, NY 10278

Re: U.S. v. Peirce, et al.,
CA No. 83-CV-2623(NDNY);
York Oil, Moira, New York
Request for Information Under
42 U.S.C. §9604 (e) (i) and
42 U.S.C. §6927

Dear Mr. Mintzer:

On behalf of Nabisco Brands, Inc. ("Nabisco"), enclosed please find its Second Supplemental Response to the United States Environmental Agency's Request for Information, regarding the York Oil Site in Moira, NY, which was received by Nabisco on or about March 22, 1988. Nabisco's Initial Response was dated April 6, 1988 and its First Supplemental Response was dated April 18, 1988. The Second Supplemental Response incorporates all additional information which Nabisco has been able to obtain since its First Supplemental Response was filed. Except as supplemented by the Second Supplemental Response, all information previously provided to the EPA remains unchanged.

Very truly yours,


Ilene P. Karpf
Litigation Counsel

IPK/jc
161-K/8
Enclosure

cc: w/o attachments
Philip H. Gitlen, Esq.
Whiteman, Osterman & Hanna
One Commerce Plaza
99 Washington Ave.
Albany, NY 12260

Dennis McCoy, Esq.
Saperston & Day
800 First Federal Plaza
Rochester, NY 14614

570040



SECOND SUPPLEMENTAL RESPONSE OF NABISCO BRANDS, INC. TO
REQUEST FOR INFORMATION
RE: YORK OIL SITE, MOIRA, NY

5. (a) Documents are annexed
(b)-(c) On or about August 27, 1979, and on or about October 4, 1979, waste material containing PCPs was removed from the Buffalo and Niagara Falls facilities by:

SCA Chemical Waste Services, Inc.
P.O. Box 200
Model City, NY 14107

It is Nabisco's understanding that the material was disposed of at SCA's facility in Model City.

11. Non-hazardous waste (e.g. cartons, cardboard, scrap paper, etc.) was disposed of by the Niagara Falls facility at the Niagara County Refuse Landfill, Wheatfield, NY during 1967.

CERTIFICATION OF SECOND SUPPLEMENTAL
RESPONSE TO REQUEST FOR INFORMATION

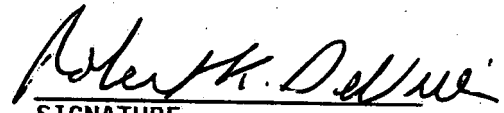
State of New Jersey

County of Morris

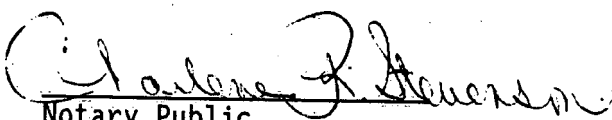
I certify under penalty of law that I have personally examined and am familiar with the information submitted in this Second Supplemental Response to EPA Request for Information and all documents submitted herewith, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Robert K. DeVries
NAME

Assistant Secretary
TITLE


SIGNATURE

Sworn to before me this
9th day of October, 1991


Notary Public

**CHARLENE R. STEVENSON
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MARCH 27, 1992**

SCA CHEMICAL WASTE SERVICES, INC.

P.O. BOX 200 • MODEL CITY, N.Y. 14107 • PHONE (716) 754-8231

596300

WORK ORDER
NUMBER IN 55702

PLEASE REFER TO INVOICE NO. BELOW
ON ALL CORRESPONDENCE RELATING
TO THIS ORDER.

INVOICE
NUMBER 31783

"YOUR CHEMICAL
WASTE IS OUR
RAW MATERIAL"

10/4/79
INVOICE
TO:

Nabisco, Inc.
Engineering Dept.
East Hanover, NJ 07936
ATTN: Jeff Miller

SHIP FROM:

Nabisco, Inc.
Buffalo Bakery
2403 Urban Street
Buffalo, NY 14211
ATTN: Andy Raven

Contact, Jeff Miller

INVOICE DATE	DATE SHIPPED	VIA	F.O.B.	SALESMAN	ORDER DATE	YOUR ORDER NUMBER	PPD. FORM
10/31/79	10/5/79	CC	OF		10/3/79	LP-1295	X
QUANTITY	PRODUCT CODE	DESCRIPTION			NET QUANTITY	UNIT PRICE	AMOUNT
1 - 15 gal drum	44-537-B	PCB Solids			1 Dr. Minimum Order		\$300.00
		Total					\$300.00

RECEIVED - NABISCO

NOV 6 1979

POLLUTION CONTROL

CT-1-4/73 Seller represents that with respect to the production of the articles and/or the services covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended.

ORIGINAL INVOICE

TERMS: NET 30 DAYS

NABISCO INC

FOR INTERNAL COMMUNICATIONS ONLY

TO SCA Chemical Waste Services Inc

DATE 10/11/79

Tom Chambers

Attached is the manifest form for the
single capacitor taken to your site on
Oct 4, 79 - Any questions, please call -
201-884-0500 X-2347

CC - PC, AR

Jeff Miller

NAB-1026

FROM





SCA CHEMICAL WASTE SERVICES, INC.

P.O. BOX 200 • MOHAWK CITY, N.Y. 14107 • PHONE (716) 754-8231

CHEMICAL RECLAMATION AND DISPOSAL
IN CONFORMANCE WITH STATE & FEDERAL
POLLUTION REGULATIONS.

596300

WORK ORDER NUMBER **IN 55080**
PLEASE REFER TO INVOICE NO. BELOW
ON ALL CORRESPONDENCE RELATING
TO THIS ORDER.

INVOICE NUMBER **31212**

8/27/79
INVOICE
TO:

Nabisco, Inc. - Engineering Dept.
East Hanover, New Jersey 07936
ATTN: Jeff Miller

"YOUR CHEMICAL
WASTE IS OUR
RAW MATERIAL"

SHIP FROM:

Nabisco, Inc. - Buffalo Bakery
2403 Urban Street
Buffalo, New York 14211
ATTN: Andy Raven

Contact, Jeff Miller

INVOICE DATE	DATE SHIPPED	VIA	F.O.B.	SALESMAN	ORDER DATE	YOUR ORDER NUMBER	PPD.	COLL.
9/21/79	8/27/79	SCA	CP		8/22/79	LP 1129	X	
QUANTITY	PRODUCT CODE	DESCRIPTION			NET QUANTITY	UNIT PRICE	AMOUNT	
10 - D	44-537-B	PCB Solids			8 drums	80.00 dr.	\$640.00	
		Transportation Charges:					\$31.00	
		Sales Tax 7%					\$58.66	
		Total					\$729.66	
					RECEIVED - NABISCO			
					OCT - 1 1979			
					POLLUTION CONTROL			

CT-1-5/78

Seller represents that with respect to the production of the articles and/or the services covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended.

DUPLICATE INVOICE

TERMS: NET 30 DAYS



SCA CHEMICAL WASTE SERVICES, INC.

P.O. BOX 200

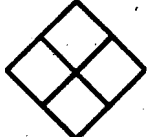
MODEL CITY, N. Y. 14107



TRACTOR

TRAILER

B 13967

<input type="checkbox"/> PREPAID		ORIGIN CITY & STATE		SHIPPER'S NO.				
<input type="checkbox"/> SHIPPER		2403 Urban St., Buffalo, NY		35080				
<input type="checkbox"/> COLLECT		TYPE TANK ORDERED OR REQUIRED		DATE SHIPPED				
CONSIGNEE		DESTINATION CITY & STATE		CUSTOMER'S NO.				
SCA Chem. Waste Serv.		Model City, NY						
FLAMMABLE	NON-FLAMMABLE	CORROSIVE	POISON	EXPLOSIVE	RADIO ACTIVE	OTHER	VOLUME LOADED IN INCHES —	
COMP. NO.	LOADING TEMP. °F	TARIFF COMMODITY DESCRIPTION				QUANTITY	Gross Tare Net	
		No. of gallons 5 1/2						
		Product Code 53728						
		200 Solids						
		1000 Gallon or more (4000 lbs)						
OUT	M	EXPLAIN TIME SPENT FOR VEHICLE DETENTION						FLAMMABILITY HEALTH  REACTIVITY WATER
IN	M							
8								
OUT	M	DRIVER'S SIGNATURE						
IN	M							
9								
C.O.D. \$	FIRM						DATE	

CT-159

<input type="checkbox"/> SCA CHEMICAL WASTE SERVICES, INC. 754-8231 P.O. BOX 200, 1135 BALMER ROAD, MODENA, NY 14107		<input type="checkbox"/> SCA CHEMICAL WASTE SERVICES, EARTHLINE DIVISION 100 LISTER AVE. NEWARK, N.J. 07102 201-485-8100		WORK ORDER No.
<input type="checkbox"/> SOUTH CAROLINA SCA SERVICES, INC. P.O. BOX 320, PINEWOOD, S.C. 29125		<input type="checkbox"/> EARTHLINE COMPANY (7) 835-2831 P.O. BOX 38, WILSONVILLE, IL 62093		<input type="checkbox"/>
NAME Nabisco Inc.		PICK-UP ADDRESS 243 Hogan St. Suff. N.Y.		
TELEPHONE NUMBERS 86-897-1000	P.O. OR CONTRACT NO.	ORDER PLACED BY J.M.H.	DATE 7/26/79	
TYPE OF INDUSTRY (SIC NO.) Engrg.	EMERGENCY PHONE # 86-897-1000	DESIGNATED DISPOSAL/RECOVERY FACILITY		
DESCRIPTION OF WASTE				
TYPE OF WASTE		DISPOSAL FACILITY CODE NO.		
Spent (capacitors & other electrical) gravel & parts with PCB (green stuff)				
PHYSICAL STATE				
<input checked="" type="checkbox"/> SOLID		<input type="checkbox"/> LIQUID		<input type="checkbox"/> SLUDGE
OTHER (SPECIFY)				
BULK VOLUME				
<input type="checkbox"/> GALLONS		<input type="checkbox"/> TONS		<input type="checkbox"/> CUBIC YARDS
OTHER (SPECIFY)				
CONTAINERIZED WASTE				
<input checked="" type="checkbox"/> 9 DRUMS		<input type="checkbox"/> PALLETS		<input type="checkbox"/> OTHER (SPECIFY)
HAZARDOUS PROPERTIES				
<input checked="" type="checkbox"/> NONE		<input type="checkbox"/> TOXIC		<input type="checkbox"/> FLAMMABLE
<input type="checkbox"/> WATER-REACTIVE				
OTHER (SPECIFY)				
<input type="checkbox"/> STRONG SENSITIZER		<input type="checkbox"/> CORROSIVE OR IRRITANT		<input type="checkbox"/> AIR-REACTIVE
MAJOR COMPONENTS (EX. HYDROCHLORIC ACID LEAD, LIME, CRUDE OIL)				
		CONCENTRATIONS: (% OR PPM)		
		UPPER		LOWER
1.				
2.				
3.				
4.				
SPECIAL HANDLING INSTRUCTIONS (IF ANY)				
DOT CLASSIFICATIONS				
NAME OF HAULER		BUSINESS ADDRESS		
TELEPHONE NO.		PICK-UP	TIMES	WASTE HAULER'S PERMIT NO.
			<input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	
WE CERTIFY THAT THE DESCRIBED WASTE WILL BE DELIVERED TO THE DISPOSAL FACILITY NAMED ABOVE				
SIGNATURE OF HAULER OR AUTHORIZED AGENT		TITLE	DATE	
X J.H. Prokaste		DRIVER	8-27-79	
WE CERTIFY THAT THE ABOVE DESCRIBED WASTE WAS DELIVERED TO THE HAULER NAMED HEREIN FOR DISPOSAL AT THE SITE NAMED ABOVE				
SIGNATURE OF GENERATOR OR AUTHORIZED AGENT		TITLE	DATE	
X Nabisco Inc. M.E. Bailey		ind. waste rep.	8/27/79	
NAME		SITE ADDRESS	EMERGENCY PHONE #	
SCA Chem Waste		243 Hogan St. Suff. N.Y.	751-8221	
PERMIT NO.	VOLUME MEASURED AT SITE	IF WASTE IS TO BE HELD FOR DISPOSAL ELSEWHERE, SPECIFY FINAL LOCATION:		
NY007261	8.115			
TREATMENT OR RECOVERY PROCESS				
<input type="checkbox"/> TREATMENT		<input type="checkbox"/> SPREADING AREA		<input checked="" type="checkbox"/> SLF AREA
OTHER (SPECIFY)				
WE CERTIFY THAT THE HAULER NAMED ABOVE DELIVERED THE DESCRIBED WASTE TO THIS DISPOSAL FACILITY.				
SIGNATURE OF DISPOSER OR AUTHORIZED AGENT		TITLE	DATE	
X S. L. Yancy		Rep. to Mtny.	8-27-79	

THE GENERATOR SHALL RETURN COPY 2 OF THIS MANIFEST AFTER COMPLETING THE GENERATOR AND WASTE DESCRIPTION PORTION.
THE HAULER SHALL RETAIN COPY 3 AFTER DELIVERY.

REGULATORY AGENCY

GENERATOR OF WASTE (MUST BE FILLED IN BY PRODUCER)

DISPOSER OF WASTE (MUST BE FILLED IN BY DISPOSER)

NABISCO INC.

CC: Mr. D. Lewis, SPD

BUFFALO MILK BONE BAKERY #403

10/9/79

BRANCH & NO.

DATE


Mr. Jeff Miller, Eng. Dept.

RE: Spent PCB Capacitor

We are attaching a hazardous waste manifest. This is intended to cover the empty capacitor sent via automobile to S.C.A. services. They have already received it.

Please complete this paper work to cover its' disposal.

BUFFALO MILK BONE BAKERY


R. E. BARENDRICK
MANAGER

AMR:fk
Attached





SCA CHEMICAL WASTE SERVICES, INC.

P.O. BOX 200 • MODEL CITY, N.Y. 14107 • PHONE (716) 754-8231

CHEMICAL RECLAMATION AND DISPOSAL
IN CONFORMANCE WITH STATE & FEDERAL
POLLUTION REGULATIONS

906300

WORK ORDER
NUMBER IN 55702

PLEASE REFER TO INVOICE NO. BELOW
ON ALL CORRESPONDENCE RELATING
TO THIS ORDER

INVOICE
NUMBER

"YOUR CHEMICAL
WASTE IS OUR
RAW MATERIAL"

10/4/79

INVOICE
TO:

Mohisco, Inc.
Engineering Dept.
East Hanover, NJ 07936
ATTN: Jeff Miller

SHIP FROM:

Mohisco, Inc.
Buffalo Bakery
2403 Urban Street
Buffalo, NY 14211
ATTN: Andy Raven

Contact, Jeff Miller

		CC	CP	10/3/79	LP-1293	
QUANTITY	PRODUCT CODE	DESCRIPTION		NET QUANTITY		
1 - 15 gal drum	537-3	PCB Solids				
		Work Order 03812				

CT-1-4/73 Seller represents that with respect to the production of the articles and/or the services covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended.

CUSTOMER ACKNOWLEDGEMENT

TERMS: NET 30 DAYS

TO

Roger Barendse, Mgr
Buffalo Bakery

DATE

Sept 5, 1979

Attached are two copies of a contract with SCA Chemical Waste Services Inc for the removal of drained capacitors & contaminant soil (with PCB) from the bakery. This removal & disposal work has been satisfactorily completed. Please sign the contracts & mail directly to SCA. Please send me a copy of the returned, executed contract.

NAB-1026

CC - DL, DB, PC

FROM

Jeff Miller
ENGINEERING



SCA CHEMICAL WASTE SERVICES, INC.
P.O. Box 200
Model City, New York 14107
(716) 754-8231

August 29, 1979

Nabisco Inc.
East Hanover, NJ 07936

Attention: Jeffrey Miller

Dear Mr. Miller:

We are pleased to submit the attached Proposal for your consideration. We have assigned SCA Code Number 537-B to these materials. This code number must appear on all shipments of this product.

Upon returning the signed contract, please be sure to enclose both copies for our execution.

Also, enclosed is a copy of our Guide to Packaging and Identification of Waste Products and our Ordering Procedure for your information.

We appreciate this opportunity of quoting on your chemical waste needs and look forward to continuing our current relationship.

Very truly yours,

SCA CHEMICAL WASTE SERVICES, INC.

Thomas E. Chambers
Technical Sales Representative

TEC/pw
Enclosures

RECEIVED - NABISCO

SEP 4 1979

POLLUTION CONTROL





SCA CHEMICAL WASTE SERVICES, INC.
P.O. Box 200
Model City, New York 14107
(716) 754-8231

GUIDE TO PACKAGING AND IDENTIFICATION OF WASTE PRODUCTS

Proper packaging and identification of waste products is essential to assure their intact arrival at SCA Chemical Waste Services, to assure safety for all personnel handling the material, and to assure compliance with governmental rules and regulations regarding material shipments. By following these guidelines you will be able to avoid or minimize delays, rejections, and additional laboratory, handling and transportation charges.

A. Drums

Drums must comply with ICC/DOT container and marking specifications including the following:

1. Drums must have bungs in place and tightly secured. Vented bungs with pressure relief should be used to avoid build-up of pressure. Leave at least three inches of empty head space in the drum to minimize pressurization.
2. Open top drums must be properly gasketed and have rings tightened securely.
3. Closed head drums with heads cut out cannot and will not be accepted by our drivers or plant.
4. Leaking or damaged containers will not be accepted by SCA drivers or plant.
5. SCA code number and product name must be clearly marked on each container. Gross, tare, and net weights are desired whenever possible.
6. Markings may be on labels, tags or stenciled onto the drum. Markings should be on the side of the drum but near the top.
7. Caution labels and placards and/or precautionary statements (poison, explosives, corrosives, etc.) must be applied as defined and required by the ICC/DOT.
8. Additional handling charges apply to small containers (e.g. 5, 15, 30 gallon).
9. Drums are not normally returnable to the customer.

CHEM-TROL





SCA CHEMICAL WASTE SERVICES, INC.
P.O. Box 200
Model City, New York 14107
(716) 754-8231

ORDERING PROCEDURE

Customers are asked to follow this procedure in order to be assured of timely, coordinated service:

1. To order a pickup by SCA's vehicle, or to schedule a delivery by customer's own vehicle or carrier, please telephone SCA during normal business hours.
2. Ask the SCA operator to connect you with the Sales Order Department. She will connect you with Mary Thompson or Ted Boxwell, who will take your order.
3. Be prepared to provide the following information:
 - a. Customer Name and Address
 - b. Your name and telephone number
 - c. Purchase Order Number or other authorization
 - d. Name of Waste Product(s) and SCA Code(s)
 - e. Quantities of each Product, Container Type, and Date
 - f. Time, and Specific location of pickup (or delivery)

On receipt of this information, you will be assigned an SCA Work Order Number. Please make note of it and refer to it in all subsequent communications regarding the transaction.

4. If it is not possible to meet your desired schedule, SCA will promptly call you back to discuss best alternatives.
5. See also SCA's Guide To Packaging and Identification of Waste Products.

Outside of Normal Work Hours

1. The main plant telephone number (716-754-8231) is in service 24 hours a day. For emergency service or service requiring communication during off hours, telephone this number only.
2. Tell whoever answers that you wish to place an order for pickup. Determine to whom you are speaking. Provide all information as requested above. If you do not receive immediate confirmation, or confirmation within a reasonable time, follow up with another telephone call.

CHEM-TROL





SCA CHEMICAL WASTE SERVICES, Inc.

P.O. Box 200 • Model City, New York 14107 • (716) 754-8231

DATE: August 29, 1979CUSTOMER Nabisco Inc.ADDRESS East Hanover, NJ 07936ATTENTION: Jeffrey Miller

SCA Chemical Waste Services, Inc. ("Services"), and the above-named customer ("Customer") hereby agree that the following materials will be removed, treated, sold and/or otherwise disposed of on the terms and conditions hereinafter provided.

DESCRIPTION AND/OR COMPOSITION OF MATERIAL	PROCESSING CHARGE FOB OUR PLANT	APPROXIMATE VOLUME
---	------------------------------------	-----------------------

537-B-PCB Solids	\$80.00/55 gal. drum	9 drums/1 bag
------------------	----------------------	---------------

Must be in accordance with
PCB rule on marking and disposal
(40 CFR Part 761)

\$11.00 cu.ft. based
on outside dimensions
of over wrap

Capacitors of greater than 1 cu.
ft. must be drained.

Transformers must be drained
and flushed prior to shipment
Accompanying each shipment should
be a statement certifying your
compliance with current
regulations.

TERMS AND CONDITIONS: After removal of the above materials Services will treat them, sell them, or otherwise dispose of them. If, after Services' analysis of the materials, Services considers that it cannot perform as indicated above, it shall have the option of cancelling this contract upon three (3) days notice to Customer. In such event Services shall return the materials to Customer, and Customer shall pay the transportation costs, indicated below, after which neither party shall have any further liability with respect to this contract.

LOCATION(S) OF WASTE PRODUCT: Buffalo, New York

TRANSPORTATION: (Rates subject to change on notice): Rates quoted herein apply only to pick-ups using Services owned and operated equipment. If another carrier must be provided, such charges are to be billed directly to Customer by the other carrier. Transportation provided by Services will be charged Customer at \$ _____ /tank truck including one hour loading time and/or \$ 198.00 /80 drum closed van including two hours loading time. Additional loading time will be charged Customer at \$ 5.00 per 15 minutes; pump charge \$ _____; scale charge \$ _____; hose in excess of 40 feet \$ _____ /foot.

METHOD OF DISPOSAL OR TREATMENT: Processing using Services' Closed Loop System in accordance with State & Federal pollution control regulations.

TERM OF AGREEMENT: 8/29/79 - 8/28/80

VOLUME OF WASTE MATERIALS: Although Customer does not guarantee any specific volume of waste materials, Customer agrees to deliver to Services, during the term and any extended term of this Contract, all waste products of the composition herein above described generated at the location(s) described above.

PRICE ADJUSTMENT: During the term and any extended term of this contract, the processing charge or price stated on the face of this Contract may be increased by Services upon not less than 30 days' written notice to Customer.

PAYMENT TERMS: Net 30 Days after Date of Invoice - - U.S. Funds - - Plus Applicable Sales Tax.

This agreement is subject to all of the terms and conditions on the face and reverse side hereof. It shall become a binding contract only when signed and delivered by Customer to Services and accepted by an officer of Services in writing and a copy of said written acceptance is mailed or delivered to Customer.

CUSTOMER'S SIGNATURE

ACCEPTED BY:

SCA CHEMICAL WASTE SERVICES, INC.

BY _____

Office or Position: _____

BY: _____

DATE _____

DATE _____

**STANDARD TERMS AND CONDITIONS OF CONTRACT
FOR REMOVAL, DISPOSAL OR TREATMENT OF WASTE**

SERVICES - Services shall perform its services herein in a good and workmanlike manner.

IDENTIFICATION - Customer shall furnish to Services, on or before execution of this contract, (a) a description or identification of the waste material to be removed, treated, sold and/or otherwise disposed of, (b) a sample thereof, (c) Customer's existing procedures for safely handling such material, and (d) a statement of hazards and toxicity.

PACKAGES OR CONTAINERS - Where Customer furnishes packages or containers for materials which are the subject of this contract, Customer shall be responsible for said packages or containers complying with all laws, rules, regulations and/or ordinances which may be applicable to the safety, packaging, storage or transportation thereof.

COMPLIANCE WITH LAWS AND REGULATIONS - Services shall comply with all of the existing requirements of Federal, State and local laws, rules, regulations and/or ordinances applicable to the services to be performed by it hereunder. If any change is announced with respect to any such laws, rules, regulations and/or ordinances after the date hereof, the terms of this contract shall be renegotiated within ten (10) days after written notice thereof by Services to Customer; however the services provided for herein are to continue during said negotiations unless prohibited by law. If such negotiations do not result in an agreed price within said ten (10) days, this contract may be terminated at the option of Services unless the parties agree in writing to extend such period of negotiations. Services further agrees to comply with reasonable safety standards adopted by Customer for observance at Customer's premises. At Customer's request, Services shall furnish Customer with copies of permits or other documents which are required for disposal, removal or treatment of the material which is the subject of this contract.

TITLE TO MATERIALS - Where Services provides transportation, title to the materials which are the subject of this contract shall pass from Customer and vest in Services at such time as said materials are loaded into the vehicles provided by Services. If transportation is not provided by Services title to said materials shall pass from Customer and vest in Services at such time as said materials have been unloaded at Services' plant.

INDEPENDENT CONTRACTOR - At all times herein Services shall be considered an independent contractor.

INDEMNITY AND LIABILITY OF CUSTOMER - Customer hereby agrees to indemnify and hold harmless Services against any and all liability, cost or expense, which Services may suffer by reason of any negligence or other fault of Customer, including, without limitation, the failure of the waste material which is the subject of this contract to be of the composition described, or the failure of Customer to comply with its designated safety and packing procedures.

INDEMNITY AND LIABILITY OF SERVICES - Services agrees to take reasonable precautions to prevent injury to persons or damage to property in the performance of its obligations under this contract. Services shall indemnify and hold harmless Customer from and against any and all liability, cost or expense which Customer may suffer by reason or personal injury or property damage caused by the negligence or other fault of Services, its employees or agents, unless such injury or damage was caused, in whole or in part, by then negligence or other fault of Customer.

DISCLAIMER OF WARRANTY AND LIABILITY - IT IS UNDERSTOOD AND AGREED THAT PURSUANT TO THIS CONTRACT SERVICES MAY BE REQUIRED TO RETURN TO CUSTOMER MATERIALS DERIVED, THROUGH PROCESSING AND OTHER TREATMENT, FROM THE MATERIALS WHICH CONSTITUTE THE SUBJECT MATTER OF THIS CONTRACT. ALTHOUGH SERVICES GUARANTEES THAT THE STANDARD COMPOSITION OF SUCH DERIVED MATERIAL WILL BE IN ACCORDANCE WITH THE SPECIFICATIONS AGREED TO BETWEEN THE PARTIES, SERVICES DOES NOT WARRANT OR GUARANTEE, AND HEREBY DISCLAIMS ANY RESPONSIBILITY FOR, THE HANDLING OR MIXING CHARACTERISTICS, USE AND CONSEQUENCES OF USE, OR STORAGE CAPACITY OF SUCH DERIVED MATERIAL, AND FURTHER EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY INJURY OR DAMAGE, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, OF ANY KIND OR NATURE, HOWEVER CAUSED, RESULTING FROM ANY USE WHATSOEVER OF SUCH DERIVED MATERIALS.

INSURANCE - Services shall carry, at its expense, the following insurance coverage:

WORKMEN'S COMPENSATION - Statutory requirements

PUBLIC LIABILITY - Personal Injury and Property Damage \$500,000 per person/per accident.

AUTOMOBILE LIABILITY - Personal Injury and Property Damage \$500,000 per person/per accident.

Certificates of such insurance shall be furnished to Customer on request.

CHANGE IN COMPOSITION OF WASTE MATERIAL - In the event that there is any change in the composition of the waste material identified under this contract as may be revealed by Services' analysis, the terms of this contract shall be renegotiated within ten (10) days after written notice thereof by Services to the Customer; however, the services herein are to continue during said negotiations. If such negotiations do not result in an agreed price within said ten (10) days, this contract may be terminated at the option of Services unless the parties agree in writing to extend said period of negotiations.

ACCESS TO PREMISES - Customer agrees that Services, its agents and employees shall, during the term of this contract, have reasonable access to Customer's premises for the purpose of fulfilling its obligations under this contract.

NO LIABILITY - The parties to this contract shall not be liable to each other by reason of delays or nonperformance caused by circumstances beyond such parties' control, including but not limited to acts of God, fire, storms, strikes, lockouts, work stoppages or delays, labor disputes, transportation embargoes or delays, inability to obtain materials, equipment or transportation, floods, by war or other emergency.

ARBITRATION - Any controversy or claim arising out of or relating to this contract or the breach of it shall be settled by arbitration in Buffalo, New York before one arbitrator in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

CANCELLATION FOR CAUSE - Either party may cancel this contract at any time without cost or penalty during the term hereof if the other party fails to properly and timely perform its obligations as herein provided and such failure continues for more than seven (7) days after either party has notified the other thereof in writing. Services shall have the right to cancel this contract at any time if Customer becomes insolvent, makes an assignment for the benefit of creditors or a bankruptcy petition is filed by or against Customer.

ENTIRE AGREEMENT AND CONSTRUCTION - This contract shall constitute the entire agreement between the parties and no modification shall be binding unless in writing and executed by the party to be charged. This contract shall be construed in accordance with the laws of the State of New York.